

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 4	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-C-14-017				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY CODE		CP0D		6. ADMINISTERED BY (If other than Item 5) CODE			
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268							
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) BATTELLE MEMORIAL INSTITUTE Attn: (b)(4) 505 KING AVE (b)(4) COLUMBUS OH 432012693				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE (b)(4)		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		OW-OWOW-OCPD-IO		12. PAYMENT WILL BE MADE BY CODE		RTP FMC	
OCPD-IO US EPA-OW-OWOW-OCPD-IO 1200 PENNSYLVANIA AVE., NW MC-4504-T WASHINGTON DC 20460				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (a) () <input type="checkbox"/> 41 U.S.C. 253 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
				15G. TOTAL AMOUNT OF CONTRACT		\$574,233.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print) Gina Crabtree, Sr. Contracts Rep				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-CI-13-00031 Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 20A. NAME OF CONTRACTING OFFICER Donna Reinhart			
19B. NAME OF CONTRACTOR Gina Crabtree BY <i>Gina Crabtree</i> 2014.08.22 10:15:19 -04'00' (Signature of person authorized to sign)		19C. DATE SIGNED 8/22/14		20B. UNITED STATES OF AMERICA BY <i>Donna Reinhart</i> (Signature of the Contracting Officer)		20C. DATE SIGNED 8/22/14	

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NAME OF OFFEROR OR CONTRACTOR

BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: (b)(4) Technical Support for Coastal Pollution Issues Max Expire Date: 03/31/2019 FOB: Destination Period of Performance: 08/22/2014 to 03/31/2015 Period of performance BASE PERIOD -Contract Ceiling and Funding Requisition No: PR-OW-14-00477, PR-OW-14-00577, PR-OW-14-00606 Accounting Info: 14-15-B-87DE-202B89-2505-1487EE4010-001 BFY: 14 EFY: 15 Fund: B Budget Org: 87DE Program (PRC): 202B89 Budget (BOC): 2505 DCN - Line ID: 1487EE4010-001 Funding Flag: Partial Funded: \$315,000.00 Accounting Info: 14-15-B-87DE11-202B89-2505-1487EE4011-001 BFY: 14 EFY: 15 Fund: B Budget Org: 87DE11 Program (PRC): 202B89 Budget (BOC): 2505 DCN - Line ID: 1487EE4011-001 Funding Flag: Partial Funded: \$170,000.00 Accounting Info: 14-15-B-87EJ-202BD4X22-2505-1487JE4007-001 BFY: 14 EFY: 15 Fund: B Budget Org: 87EJ Program (PRC): 202BD4X22 Budget (BOC): 2505 DCN - Line ID: 1487JE4007-001 Funding Flag: Partial Funded: \$40,000.00				
00010001	BASE PERIOD - LOE hours in accordance with PWS	5200	HR	0.00	0.00
00010002	BASE PERIOD- Optional Contract Ceiling and Funding (Option Line Item) 01/10/2015				642,819.00
00010003	BASE PERIOD - Optional LOE hours in accordance with PWS (Option Line Item) 01/15/2015	6000	HR	0.00	0.00
1001	OPTION PERIOD 1- Contract Ceiling and Funding (Option Line Item) 06/01/2014 Continued ...				596,195.00

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10010001	OPTION PERIOD 1 - LOE hours in accordance with PWS (Option Line Item) 06/01/2014	5200	HR	0.00	0.00
10010002	OPTION PERIOD 1- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2014				667,660.00
10010003	OPTION PERIOD 1 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2014	6000	HR	0.00	0.00
2001	OPTION PERIOD 2- Contract Ceiling and Funding (Option Line Item) 06/01/2015				612,275.00
20010001	OPTION PERIOD 2 - LOE hours in accordance with PWS (Option Line Item) 06/01/2015	5200	HR	0.00	0.00
20010002	OPTION PERIOD 2- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				685,768.00
20010003	OPTION PERIOD 2 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2015	6000	HR	0.00	0.00
3001	OPTION PERIOD 3- Contract Ceiling and Funding (Option Line Item) 06/01/2015				629,233.00
30010001	OPTION PERIOD 3 - LOE hours in accordance with PWS (Option Line Item) 06/01/2015	5200	HR	0.00	0.00
30010002	OPTION PERIOD 3- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				704,855.00
30010003	OPTION PERIOD 3 - Optional LOE hours in accordance with PWS Continued ...	6000	HR	0.00	0.00

AUTHORIZED FOR LOCAL REPRC

OPTIONAL FORM 336 (4-88)
Sponsored by GSA
FAR (48 CFR) 53.110

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	(Option Line Item) 06/01/2015				
4001	OPTION PERIOD 4- Contract Ceiling and Funding (Option Line Item) 06/01/2016				647,235.00
40010001	OPTION PERIOD 4 - LOE hours in accordance with PWS (Option Line Item) 06/01/2016	5200	HR	0.00	0.00
40010002	OPTION PERIOD 4- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2016				725,123.00
40010003	OPTION PERIOD 4 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2016	6000	HR	0.00	0.00

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SECTION B - Supplies or Services/Prices

B-1 LOCAL CLAUSES 1552.211-73 LEVEL OF EFFORT - COST REIMBURSEMENT TERM CONTRACT (APR 1984) DEVIATION (AUG 1985)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 5,200 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(end of clause)

B-2 LOCAL CLAUSES 1552.211-74 WORK ASSIGNMENTS (APR 1984) - ALTERNATE I (MAY 1994) DEVIATION

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 2 copies of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B-3 LOCAL CLAUSES EPA-B-16-102 ESTIMATED COST AND FIXED FEE

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$574,232.00.

B-4 LOCAL CLAUSES EPA-B-32-101 LIMITATION OF FUNDS NOTICE

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 2/26/2015.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds will be completed for any modification(s) issued.

SECTION C - Description/Specifications

C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

(End of clause)

C-2 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the performance work statement included in Attachment 1. Work will be ordered against the subject performance work statement through Contracting Officer issuance of work assignments.

C-3 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY

ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated February 21, 2014, which is incorporated by reference.

SECTION D - Packaging and Marking

No clauses are in this section.

SECTION E - Inspection and Acceptance

E-1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>
	<u>Tailoring</u>		
[X]	<i>Specifications and Guidelines for Quality Systems for Environ- mental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4 1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

- A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	<u>Documentation</u>	<u>Specifications</u>
[X]	Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[X]	Other Equivalent	Sample QAPPs See Attachment 8 and 9

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. **Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
<input type="checkbox"/> Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/> Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/> Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/> Other Equivalent:	<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project	

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation. (Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(End of clause)

SECTION F - Deliveries or Performance

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) - ALTERNATE I (OCT 2009)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. The OMB Clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of April 30, 2015.

(End of clause)

F-3 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

(End of clause)

F-4 EPAAR 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

(End of clause)

F-5 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from effective date of contract award through March 31, 2015 inclusive of all required reports.

SECTION G - Contract Administration Data

G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)

(a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

(End of clause)

G-2 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals

of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy

(DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC
One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property

has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: Not applicable at time award. If Government-furnished data is required it will be identified in the applicable work assignments.

(End of clause)

G-4 EPAAR 1552.232-70 SUBMISSION OF INVOICES (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor

shall provide a reconciliation of the difference as part of the payment request.

G-5 EPAAR 1552.242-70 INDIRECT COSTS (APR 1984) (DEVIATION) (JUN 1992)

(a) In accordance with paragraph (d) of the "Allowable Costs and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Costs and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

Battelle-(b)(4)

(b)(4)

FY 2014

FY2015

(b)(4)

Battelle-(b)(4)

(b)(4)

FY 2014

FY2015

(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Battelle- (b)(4)

(b)(4) for the life of the contract

G-6 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Mike Long
long.mike@epa.gov
US EPA OW/OWOW/OCPD
Mail Code 4505T
1200 Pennsylvania Ave
Washington, DC 20460
phone: (202)566-2139

Chris Laabs
laabs.chris@epa.gov
US EPA OW/OWOW/MPCB
Mail Code 4505T
1200 Pennsylvania Ave
Washington, DC 20460
phone: (202)566-1223

Contracting Officials responsible for administering this contract are as follows:

Robert Knecht
Knecht.Robert@epa.gov
US EPA /CPOD
26 West Martin Luther King Drive
Cincinnati, OH 45268
phone: (513)487-2043

G-7 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Karen Murray
murray.karen@epa.gov
202-564-2539

EPA
1200 Pennsylvania Avenue, NW (M/C 3204R)
Washington, DC 20460

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - Special Contract Requirements

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in

connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

(e) *Violations*. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause*. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

**H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) -
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

**H-4 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE
V (HEADQUARTERS SUPPORT) (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The contractor and any subcontractors will be ineligible to enter into business or financial relationships which would support or affect efforts to overturn or circumvent limitations, regulations, guidelines, standards, and/or criteria developed or contributed to through efforts for which it has provided, is providing, or has work assignments to provide technical and administrative support under this contract, without prior written authorization from the cognizant EPA Contracting Officer. The restriction shall be in effect during the life of the contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-5 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 5,200 direct labor hours for the Base, and Option Periods 1 through Option Period IV.

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	effective date	03/31/2015
Option Period 1	4/01/2015	03/31/2016
Option Period 2	4/01/2016	03/31/2017
Option Period 3	4/01/2017	03/31/2018
Option Period 4	4/01/2018	03/31/2019

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Base Period	5,200
Option Period 1	5,200
Option Period 2	5,200
Option Period 3	5,200
Option Period 4	5,200

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)			
Fixed fee				
Total	\$596,194	\$612,275	\$629,233	\$647,234

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows: **Not applicable**

(End of clause)

**H-6 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT.
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 6,000 direct labor hours during the base period, and each option period. The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 600 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

Period	Level of Effort
Base Period	6,000
Option Period 1	6,000
Option Period 2	6,000
Option Period 3	6,000
Option Period 4	6,000

	Base Period	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)				
Fixed fee					
Total	\$64,281.90	\$ 66,766.00	\$68,576.80	\$70,485.50	\$72,512.30

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated

Cost and Fixed Fee" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows: **Not Applicable**

(End of clause)

H-7 EPAAR 1552.219-73 SMALL DISADVANTAGED BUSINESS TARGETS. (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor targets	NAICS industry subsector(s)	Dollars	Percentage of total contract value
Total Prime Contractor Target (including joint venture partners and team members)			
Total Subcontractor Targets	541620	(b)(4)	
Total Prime Contractor Targets (including joint venture partners and team members)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(1) (b)(4)

(2)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

(End of provision)

H-8 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those

periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been

furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

**H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION.
(APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

**H-11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS
INFORMATION. (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited

furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

**H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION.
(APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

**H-11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS
INFORMATION. (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited

to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
 - (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
 - (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
 - (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
 - (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
 - (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
 - (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
 - (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
 - (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
 - (10) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.
- (d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.
- (e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H-12 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

H-13 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 5 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and

shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-14 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-15 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager PL-4: (b)(4)

Quality Assurance Manager PL-4: (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-16 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

H-17 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered

under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the

estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-18 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled Organizational Conflicts of Interest, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-19 LOCAL CLAUSES 1552.227-76 ALT I PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT - ALTERNATE I (JUNE 1994) (DEVIATION)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA)

approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.
(End of clause)

H-20 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting

Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-21 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); and Continuing Appropriations Act, 2014 (Pub.L. 113-46), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY 2012, 2013 or 2014 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

(End of Clause)

H-22 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-23 LOCAL CLAUSES EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-24 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000
Comprehensive general liability- \$1,000,000
Comprehensive automobile liability- \$1,000,000

H-25 LOCAL CLAUSES EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H-26 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained To be identified in applicable work assignments.

(2) Description of circumstances necessitating the training. To be identified in applicable work assignments.

(3) Estimated cost To be identified in applicable work assignments.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H-27 LOCAL CLAUSES EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition

Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-28 LOCAL CLAUSES EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (MAR 2013)

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H-29 LOCAL CLAUSES EPA-H-04-101 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER FEDERAL LAW OR UNPAID FEDERAL TAX LIABILITY (APR 2012)

(a) In accordance with Sections 433 and 434 of the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012 (Pub. L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175) and Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6), none of the funds made available by the Act may be used to enter into a contract with any corporation that:

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government;

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

(1) It is ☐ is not ☐ a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months,

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its representation was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A representation that any of the items in paragraph (b) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the representation required by paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a

prudent person in the ordinary course of business dealings.

(f) The representation in paragraph (b) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly provided an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

THIS REPRESENTATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT REPRESENTATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Office of Inspector General,
ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460,
or by calling (202)260-5113

(c) If the Contractor has implemented a business ethics and conduct awareness program, including

a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) Definitions. As used in this provision-

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its

offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

I-15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

(a) *Definitions.* As used in this clause-

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes-

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the

contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

I-16 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (JAN 2014)

I-17 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I-18 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I-19 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (MAY 2012)

I-20 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-21 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-22 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-23 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-24 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-25 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-26 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-27 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-28 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-29 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-30 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental

expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-31 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-32 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the end of the performance period.

(End of clause)

I-33 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCES FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)

I-34 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JUL 2013)

I-35 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JUL 2013) - ALTERNATE II (OCT 2001)

I-36 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-37 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (JUL 2013)

I-38 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 541611 assigned to contract number EP-C-14-007. *(Contractor to sign and date and insert authorized signer's name and title).*

(End of clause)

I-39 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with

administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I-40 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-41 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

I-42 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I-43 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I-44 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I-45 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

I-46 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-47 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I-48 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

I-49 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-50 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to EPA Contracting Officer.

(End of clause)

I-51 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-52 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-53 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-54 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

I-55 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-56 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-57 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (DEC 2007)

I-58 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (DEC 2007) - ALTERNATE III (DEC 2007)

I-59 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-60 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-61 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2014)

I-62 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAY 2014)

I-63 FAR 52.232-17 INTEREST. (MAY 2014)

I-64 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-65 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-66 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I-67 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)

I-68 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-69 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-70 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-71 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I-72 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-73 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-74 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-75 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I-76 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-77 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-78 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-79 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: none

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (b)(4)

(b)(4)

(End of clause)

I-80 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-81 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAY 2014)

I-82 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-83 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-84 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-85 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.EP-C-14-017. This may be confirmed by contacting the EPA Contracting Officer identified in the contract located at

26 West Martin Luther King Drive
Cincinnati OH 45268.

(End of clause)

I-86 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and

- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to--

U.S. Environmental Protection Agency Cincinnati Procurement Operations Division Mail Stop:
NWD-001, 26 W. Martin Luther King Drive Cincinnati, Ohio 45268

(End of clause)

I-87 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-88 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-89 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations available at <http://acquisition.gov/far>. A copy of the EPA Acquisition Regulations (EPAAR) can be obtained as follows: 1. Go to <http://www.epa.gov/oam/>. Select "contracting Policies" from the sidebar, and then select "EPAAR" from under the heading "EPA Acquisition Policy Information."

(End of clause)

I-90 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-91 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Performance Work Statement	06/19/2014	32		BASE
2	Reports of Work	06/19/2014	2		BASE
3	Definitions of Labor Classifications	06/19/2014	4		BASE
4	Invoice Preparation Instruction	06/19/2014	7		BASE
5	Quality Assurance Surveillance	06/19/2014	2		BASE
6	Conflict of Interest Plan	06/19/2014	16		BASE
7	Subcontracting Plan	06/19/2014	14		BASE
8	OW QMP FEB 2009	06/19/2014	92		BASE

SECTION K - Representations, Certifications, and Other Statements of Bidders

K-1 REFERENCE STATEMENT

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP SOL-CI-13-00031 are incorporated into this contract by reference.

ATTACHMENT 1 PERFORMANCE WORK STATEMENT

Technical Support for Coastal Pollution Issues

1.0 Background

The Office of Wetlands, Ocean, and Watersheds (OWOW) is one of four program offices within the Office of Water of the U.S. Environmental Protection Agency. The Oceans and Coastal Protection Division (OCPD) is one of three divisions within the OWOW. OCPD information can be found at <http://water.epa.gov/type/oceb/>.

OCPD operates under the following legislation: the Marine Protection, Research, and Sanctuaries Act; the Clean Water Act; the Marine Plastics Pollution Research and Control Act; the Water Resources Development Act; the Shore Protection Act; the Clean Vessel Act; the National Environmental Policy Act; And the Clean Air Act. OCPD also works on international treaties, such as the London Dumping Convention and the International Convention for the Prevention of Pollution from Ships (MARPOL):

OCPD carries the broad responsibility of managing and overseeing programs dealing with the protection of the nation's oceans, estuaries, coastal waters, and other designated waters. OCPD programs also help protect human health and the environment; reduce risk to human and aquatic life from pollutants, and restore and maintain the environmental benefits and uses of water bodies and their surrounding environments.

Mindful of the EPA's overall goal of protecting ecosystems as well as the public health, OCPD seeks water quality improvements by examining and protecting entire watersheds, in addition to regulating potential ocean pollution sources, studying and addressing individual pollution problems and pollution impacts and formulating actions to improve environmental conditions. OCPD also develops guidance, policies and regulations to further its environmental protection goals. OCPD works with other Federal agencies, state and local governments, non-profit public interest and industry groups, and mixed-government consortia to obtain the greatest environmental improvement. Benefits of OCPD programs are maximized via the involvement and participation of appropriate environmental "stakeholders" and "partners."

2.0 Purpose

The purpose of this performance work statement (PWS) is to provide technical support services to the Agency to accomplish the OCPD mission. This technical support requires experience in specific program areas, including but not limited to the National Estuary Program, coastal watersheds and their management and stakeholders activities, ocean disposal, pollution control, vessel pollution, technology transfer, smart growth, marine debris, coral reefs, nutrients impact, invasive species, land-based sources of trash and impact assessments, monitoring of ocean disposal sites and other marine discharges/coastal waters, and the impacts of climate change on coastal resources.

The technical requirements of this procurement are detailed below. All work required under this contract shall be defined in written work assignments issued by the Contracting Officer (CO). The EPA Project Officer (PO) or Work Assignment Manager (WAM) reviews the contractor's analyses and makes final determinations with regard to program objectives and the content of Agency regulations. Activities to be conducted under this contract are limited to technical support. The Contractor is prohibited from providing any actual determinations or decision-making activities relative to policy development or interpretation. At any public outreach or

technology transfer activities, questions on EPA program policy or interpretation shall be referred to EPA employees for response.

3.0 Quality System Requirements

The following section describes the general Quality Assurance/ Quality Control (QA/QC) support, quality management plan (QMP), and the quality assurance project plans (QAPP) incorporated in this PWS. These provisions apply to all requirements covered in the PWS.

EPA policy requires all organizations conducting EPA-funded environmental programs to establish and implement a quality system. This is accomplished through a QMP that documents how the organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system.

All technical activities performed under this contract must be supported by the contractor's quality system and documented by the Contractor in a customized QMP that documents how the contractor will integrate QA and QC procedures and plans into the wide variety of technical activities contemplated in the PWS.

In addition, all individual projects under the contract that involve environmental data operations must be supported by a QAPP that describes the quality assurance procedures, quality control specifications, and other technical activities that must be implemented to ensure that the results of the project to be performed will meet project specifications.

3.0.1 Environmental Measurement Data Policy

The following section describes the policy to assure competency of organizations generating environmental measurement data under Agency funded acquisitions.

Organizational Competency is defined by the policy as a demonstration by the organization (e.g., laboratories, field sampling and measurement organizations) of its qualifications in the fields of analyses requested in a work assignment.

EPA's competency policies regarding laboratories and field sampling and measurement organizations are established by EPA's Forum on Environmental Measurements (FEM). Further information regarding the FEM Competency policies can be found at:

<http://www.epa.gov/fem/pdfs/labdirective.pdf>

<http://www.epa.gov/fem/pdfs/faqs-for-acquisitions.pdf>

Requirements governing the customized QMP and QAPPs prepared in support of this contract are described below:

3.1 Customized Quality Management Plan

A QMP documents how an organization will plan, implement, and assess the effectiveness of its QA and QC operations. Specifically, it:

- Describes how an organization structures its quality system, the quality policies and procedures, areas of application, and roles, responsibilities, lines of communication, and authorities and;
- Documents the elements of the organization or program's quality system.

The QMP is an organization or program-specific document; it describes the general practices of an organization or program.

A customized QMP is a QMP that is tailored to the requirements in the PWS; it explains how the organization's Quality System will support those specific activities, and it is prepared in accordance with "EPA Requirements for Quality Management Plans". The contractor shall annually review, and if necessary, revise this customized QMP to ensure it accurately reflects its organizational structure and quality system throughout the duration of the contract.

The contractor shall have an approved QMP that conforms to EPA's QA/QC procedures and ANSI/ASQC E4, and which is customized to the performance activities under this PWS. Information on EPA requirements for the QMP can be accessed at the following URLs:

<http://www.epa.gov/quality/qmps.html>;

EPA Requirements for Quality management Plans (QA/R-2) (PDF 30pp, 86k) –March 2001 (Reissued May 2006), EPA/240/B-01/002;
<http://www.epa.gov/quality/qs-docs/r2-final.pdf>

Reissue Notice (PDF 2pp, 91K). This document contains specifications for organizations that receive funding from the EPA (equivalent to those in EPA Manual 2105-P-01-0) <http://www.epa.gov/quality/qs-docs/reissue.pdf> ; and

The Office of Water Quality Management Plan, (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf> / (and any subsequent revisions).

The contractor's QMP and general approach for implementing QA requirements in the PWS may become part of the public record at the time of contract award. Any subsequent updates and revised versions of the approved QMP are also subject to public release. If the contractor feels the QMP should remain proprietary, the contractor shall, upon receipt of a final contract in response to this solicitation and at the contractor's expense, prepare a version of the QMP (and any subsequent revisions and updates) and furnish it to the EPA so that the EPA may make it publicly available.

3.2 Quality Assurance Project Plans

EPA policy requires that an approved QAPP be in place before a contractor commences any work that involves the collection, generation, evaluation, analysis, or use of environmental data. The work to be performed by the Contractor under this contract involves such activities.

The contractor shall prepare and submit a programmatic QAPP (p-QAPP) upon the award of the contract. A p-QAPP is used to describe, in a single document, information that is not site or time-specific, but applies throughout the program (i.e., contract). Application-specific information is then added to the approved p-QAPP as that information becomes known or completely defined. This may be accomplished through the use of:

- Supplemental QAPPs (s-QAPPs) prepared for individual work assignments; which these are designed to supplement the approved p-QAPP with the additional detail needed to describe the specific goals and objectives of the project or tasks supported under the work assignment, and the specific QA strategies

and technical activities that will be employed to support the objectives of that work assignment project or task;

- OR -

- Traditional QAPPs prepared for individual work assignments; these are designed to serve as stand-alone documents that focus on the goals, objectives, QA strategies, and technical activities needed to support a single work assignment or project.

Note that, while the customized QMP documents an organization's management system for the environmental work to be performed under the contract, the programmatic QAPP documents the technical QA/QC elements needed to support the environmental work that will be performed under contract. Supplemental and traditional QAPPs also document the technical QA/QC elements needed to support the environmental data operations that will be performed, but they do so at the work assignment or project level, rather than at the contract level. Note also that because the programmatic QAPP is prepared as a contract-level document, it is understood the details (e.g., specific objectives, analytical methods, and/or acceptance criteria) of specific projects may not be known. In such instances, the contract-wide programmatic QAPP should document the Contractor's procedures for defining and documenting this information for specific projects or work assignments.

To support requirements specified in the EPA Quality Manual for Environmental Programs (CIO 2105-P-01-0), the contractor's programmatic QAPP for the contract must specify that (1) all major deliverables (e.g., Technical Support Documents, Study Reports, Study Plans, databases) produced by the contractor under this contract will include a discussion of the QA/QC activities that were or will be performed to support the deliverable, and (2) this discussion will provide a sufficient level of detail to support EPA's use of the data.

EPA policy requires that an approved QAPP must be in place before any environmental data operations begin. Accordingly, the contractor shall not incur any billable costs for work that involves the collection, generation, evaluation, analysis, or use of environmental data under the contract, unless those activities are covered under an approved programmatic QAPP, supplemental QAPP, or traditional QAPP.

All QAPPs prepared under the contract, including the programmatic QAPP, shall be reviewed at least annually to ensure their content continues to be valid and applicable to the program over time. Previously-approved QAPPs that do not specifically address all of the environmental data operations performed under the Work Assignment will require editing and resubmission for approval.

Any QAPP that is approved by EPA for a Work Assignment issued under this contract will be considered by EPA to be available in the public domain and may be distributed by EPA to the public. (Please refer to "Data Quality Act/Information Quality Guidelines Requirements" in section 5.2.)

The contractor shall ensure that all parts of the organization performing work, including subcontractors (and consultants), are responsible for implementing the approved Programmatic QAPP and any other QAPP that has been approved by EPA to support an individual Work Assignment issued under the contract. The contractor shall also ensure that all personnel involved in the work have access to the latest approved version of the QAPP and all other necessary planning documents applicable to the work they are supporting.

The contractor shall ensure that all personnel in the organization, including subcontractors (and consultants), who are involved in each individual work assignment and task, understand the technical and QA requirements prior to the initiation of data collection, generation, evaluation, analysis, or use activities.

The contractor shall ensure that all personnel, including subcontractors (including consultants), who develop and review QAPPs prepared in support of this contract have the experience and educational credentials to understand the relevant issues.

When an approved QAPP is in place for any WA issued under this contract, the contractor shall be required to include Statements of Quality Assurance Progress in the contractor's monthly progress reports from the time of QAPP approval until the Final Deliverable necessitating the QAPP is accepted by the EPA.

The contractor shall also furnish a Quality Assurance Report (QAR) for review and approval by the WAM. This report is intended to be a post-effort reporting to the EPA, which documents the contractor's QA/QC of the technical effort to produce a defensible deliverable. The contractor can anticipate including the QAR with other deliverables of the WA, and the contractor will follow a format for preparing the QAR which will be specified in the PWS of the individual WA.

The contractor shall provide all QAPPs prepared under this contract to the EPA WAM in an electronic form supported by EPA in both a word processing file and a PDF file. When preparing QAPPs under this contract, the contractor shall do so in accordance with the following documents:

- U.S. EPA QA/R-5, EPA Requirements for Quality Assurance Project Plans, March 2001 (reissued May 2006). EPA/240/B-01/003. <http://www.epa.gov/quality/qs-docs/r5-final.pdf>;
- U.S. EPA QA/G-5, Guidance for Quality Assurance Project Plans, December 2002, EPA/240/R-02/009. <http://www.epa.gov/quality/qs-docs/g5-final.pdf> ; and,
- Attachment #A of the performance work document (PWS).

The contractor also may be asked to comply with other guidance when preparing QAPPs for specific types of activities such as modeling, environmental assessment, cost-benefit analyses, economic or environmental surveys, monitoring, generation of GIS data, biological assessments, etc. Examples of such additional QAPP guidance include:

- U.S. EPA QA/G-5M, Guidance for Quality Assurance Project Plans for Modeling, December 2002, EPA/240/R-02/007 (<http://www.epa.gov/QUALITY/qs-docs/g5m-final.pdf>)
- U.S. EPA Guidance on the Development, Evaluation, and Application of Environmental Models, March 2009, EPA/100/K-09/003 (http://www.epa.gov/crem/library/cred_guidance_0309.pdf)
- Guidance available in the in New England Regional Library Quality System Documents (<http://www.epa.gov/region1/lab/qa/qualsys.html>); see Models and Projects Using Only Existing (Secondary) Data)
- U.S. EPA QA/G-5S, Guidance on Choosing a Sampling Design for Environmental Data Collection for Use in Developing a Quality Assurance Project Plan, December 2002, EPA/240/R-02/005 (<http://www.epa.gov/QUALITY/qs-docs/g5s-final.pdf>)
- U.S. EPA QA/G-5G Guidance for Geospatial Data Quality Assurance Project Plans, March 2003, EPA/240/R-03/003 (<http://www.epa.gov/QUALITY/qs-docs/g5g-final.pdf>).
- Biological Criteria (<http://water.epa.gov/scitech/swguidance/standards/criteria/aqlife/biocriteria/index.cfm>) Information on biological criteria. Biological criteria are a way of describing the qualities that must be

present to support a desired condition in a waterbody and serve as the standard against which assessment results are compared.

- Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers: Periphyton, Benthic Macroinvertebrates, and Fish - Second Edition, 1999, EPA 841-B-99-002, (<http://water.epa.gov/scitech/monitoring/rs1/bioassessment/index.cfm>). The rapid bioassessment protocols can be used to provide basic aquatic life data for water quality management purposes such as problem screening, site ranking, and trend monitoring.

In many, but not all, WAs, there will be a requirement in the WA PWS for the contractor to support the preparation of a QAPP consistent with the EPA Quality Manual for Environmental Programs, CIO 2105-P-01-0, which can be accessed at: <http://www.epa.gov/irmpoli8/policies/2105P010.pdf>

A QAPP is usually required when data is generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

The QAPP will be specific to the individual work assignment, and it must be reviewed and approved by the appropriate EPA Quality Assurance Officer (QAO) prior to the contractor incurring any billable costs for portions of the work assignment which contain QA/QC related actions (e.g., collection of environmental data or information, environmental data operations).

EPA policy requires that the QAPP be reviewed and approved by the EPA WAM and by the appropriate EPA QAO. This review is to ensure that the QAPP contains the appropriate content and level of detail. Previously-approved QAPPs that do not specifically address the particular WA at issue will require editing and resubmission for approval, and those portions that do not apply to the WA must be deleted from the QAPP.

Any QAPP that is approved by the appropriate EPA QAO for a work assignment awarded under this contract will be considered by the EPA to be available in the public domain and may be distributed by the EPA to the public.

When contractor support for preparation of a QAPP is requested in the PWS, the QAPP will be prepared in accordance with the contract-specific, customized QMP and in accordance with the following:

EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5)
<http://www.epa.gov/quality/qs-docs/r5-final.pdf> ; and

The Office of Water Quality Management Plan, (EPA 821-R-09-001) published in February, 2009,
http://intranet.epa.gov/ow/informationresources/quality/OW_QMP.pdf (and any subsequent revisions).

For work assignments issued under this contract that request contractor support for preparation of a QAPP, the deliverables shall be furnished to the CO and WAM in an electronic form supported by the EPA in both a word processing file and pdf file.

3.3. General Quality Assurance/Quality Control Support

The contractor shall provide technical support in accordance with Agency guidance and requirements for QA/QC to ensure that the analytical results and other data provided in all work assignments issued under this

contract are of known quality for regulation development or other specified data use(s). General information on the EPA's Standard Operating Procedures (SOP) for QA/QC can be accessed in the following document: <http://www.epa.gov/quality/qs-docs/g6-final.pdf>.

The contractor shall ensure that the data provided for all work assignments issued under this contract meets the data quality objectives that will be developed for each work assignment's Quality Assurance Project Plan (QAPP) (reference: EPA Requirements for Quality Assurance Project Plans, U.S. EPA Quality Assurance Management Staff). <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

For purposes of this PWS, "data" is broadly defined. Environmental data include any measurements or information (both primary data and existing data) that describe: environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. This includes models; databases/IT systems; literature; software that impacts environmental data; and economic and statistical analyses. The contractor shall follow all Agency QA/QC guidelines associated with data collection and data management, including EPA QA/R-2, EPA QA/R-5, and the EPA OW Quality Management Plan (QMP) (EPA 821-R-09-001) published in February, 2009

http://intranet.epa.gov/ow/informationresources/quality/OW_QMP.pdf (and any subsequent revisions).

The contractor shall provide support in the development of techniques for implementing the OW QMP within the EPA OWOW. This shall include: support in analysis of QA/QC needs conforming to the areas defined in the OW QMP (EPA 821-R-09-001) http://intranet.epa.gov/ow/informationresources/quality/OW_QMP.pdf and any subsequent revisions); ANSI/ASQC E4; application of operational analysis techniques, Plan Do, Check, Act quality life cycle principles and approaches for continuous improvement, and Total Quality Management (TQM) approaches to analyzing environmental tasks to ensure quality and effectiveness; and, assistance in defining and implementing more effective approaches for the areas defined in the OW QMP. These areas cover complete systems development, such as watershed management approaches to specific technical, environmental, and economic data and information. Accordingly, analysis and implementation support will range from total systems through development of data quality objectives to establishment of controls for, and assessment of, confidence levels for environmental and related economic data.

The types of services to be provided under this work area include:

3.3.1. The contractor shall anticipate receiving work assignments to provide quantitative as well as qualitative review of all analytical data generated by sample analysis, with the emphasis on quality control. All of this work shall be performed by individuals who are independent of the analytical data generation effort. Work may include the review of data from a variety of analytical techniques. These data include economic and statistical data, as well as chemical, physical, biological, and other environmental quality parameters including, but not limited to: data from gas chromatography, gas chromatography/mass spectrometry, gas chromatography/Fourier transform infrared spectroscopy, high performance liquid chromatography, inductively coupled plasma emission spectroscopy, atomic absorption spectroscopy, and real-time quantitative polymerase chain reaction (qPCR) platforms; enzyme-linked immunosorbant assay (ELISA), and diatom, fish and benthic macro invertebrate identification and enumeration. For an example of constituents that are analyzed using some of the aforementioned techniques as a part of the 2010 National Coastal Condition Assessment (NCCA) see Attachment #B "Analytes Measured in 2010 National Coastal Condition Assessment".

3.3.2. The contractor shall anticipate receiving work assignments to provide: evaluations of the performance of analytical methods; and, recommendations for necessary modifications/deviations for complex matrix sample analysis in support of EPA sampling activities.

3.3.3. The contractor shall anticipate receiving work assignments to develop and evaluate QA/QC limits for new methods and instrument parameters, and to evaluate new research and innovative practical applications for potential use in the laboratory and in field efforts. The contractor shall, based on its thorough knowledge and understanding, provide technical support in developing and documenting technical requirements for analysis, performance specifications, and reporting requirements, and prepare deliverables necessary to meet the goals and objectives of EPA studies that require laboratory analysis, and field measurement and analysis.

The contractor shall support the EPA in researching and developing appropriate measurement procedures, for traditional methods used by laboratories, in situ probes, and innovations and novel applications. The contractor shall anticipate requests for support for: measurement procedures for methods that can be used in the field, determination of probable biases, identification of sources of error due to methods used for measurement, and developing recommendations for modifications to minimize error.

3.3.4. In order to document the ability of laboratories to perform the required analysis, the contractor shall anticipate receiving work assignments to compile and report laboratory performance data, such as quarterly performance evaluation samples, blind samples, and laboratory audits. The contractor shall support the EPA in conducting laboratory on-site audits, and paper audits of analytical laboratories, as well as studies prepared by contract laboratories. The contractor shall coordinate its on-site visits with the laboratory personnel and EPA staff. When conducting on-site audits, contractor personnel must be accompanied by an EPA employee, and wear identification badges that clearly identify them as contract employees.

3.3.5. The contractor shall anticipate receiving work assignments to assemble information and prepare reports on QA/QC to include, but not limited to, issues related to the EPA's environmental data collection activities. All deliverables requiring QA/QC will include a Quality Assurance/Quality Control section documenting QA/QC activities performed in conducting the task/project, including problems encountered, corrective actions taken, any deviations from quality assurance requirements, and any limitations of the data.

3.3.6. The contractor shall anticipate receiving work assignments to provide technical support (e.g., recommendations to the Agency on water quality modeling) to the WAM on QA/QC activities required by Agency policy. These efforts may include the preparation of QA/QC manuals and reports, QA/QC guidance and training materials, and other QA/QC assistance.

3.3.7. The contractor shall support Agency efforts to implement Quality Assurance policies, guidance, and requirements. This may include supporting the individual WAM in the organization and conducting QA/QC training activities, meetings, conference calls, and webinars.

3.3.8 QA Considerations when CO Modifications are Issued

Because of the complex and diverse nature of environmental data operations, changes to the PWS in individual WA, including revisions to methods or objectives are sometimes required. If a modification to a WA issued by the EPA CO warrants a change in protocols related to QA/QC, the QAPP must be modified to reflect the change. The contractor shall be expected to furnish technical support to the WAM to prepare changes to the QAPP, which then must be approved in writing by the EPA prior to the contractor incurring further billable costs related to QA/QC activities in the PWS.

According to EPA policy, a revised QAPP must be reviewed and approved by the same EPA

authorities that performed the original review.

For those WAs where the PWS involves data collection and/or analysis, the contractor shall not make any procedural changes to the methods for data collection or analysis, or to other activities involving QA/QC until a revised QAPP is prepared, furnished to the EPA for review, and approved in writing by the EPA. The contractor shall identify any proposed revisions to the QAPP to the WAM, and present any proposed revisions to the QAPP, including a revision history for EPA review and approval.

The WAM will determine if the proposed changes affect the technical and quality objectives of the WA. The WAM will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the WA. The WAM will then make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to procedures involving data collection and analysis can be implemented by the contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

For those WAs where the PWS involves modeling, the contractor must not make any procedural changes until a revised QAPP is prepared, furnished to EPA for review, and approved in writing by the EPA. The contractor shall identify changes to the WAM, and present any proposed revisions to the QAPP, including a revision history for EPA review and approval.

4.0 Statement or Scope of Work

The contractor shall supply all necessary labor, material, services, equipment, and facilities in support of EPA as delineated below and as further directed by specific work assignments, including quick response work assignments, in accordance with the contract PWS. Each initial deliverable shall be provided to the EPA PO/WAM in draft form for review and comment. The draft, with required changes and revisions as noted, will be returned to the contractor for completion of each final deliverable. All products shall be submitted, at a minimum, in an electronic format, as specified in the WA, that is compatible with hardware and software in use by OCPD at the time the work is performed. Electronic formats required may include: html, xml, pdf, word-processing, PowerPoint, database management software, spreadsheet or geospatial formats as specified in the PWS.

4.1 Field Work and Lab Analysis

The contractor shall provide technical support in performing all aspects of technical data gathering in the field, and appropriate chemical, biological, and physical analysis work in the laboratory. Such work consists of taking surface water samples and debris, water column, benthic, sediment, and biological matter samples. Water and soil sampling shall be taken also on-shore to examine conditions that contributed to water pollution. The contractor shall follow appropriate QA/QC requirements, including those specified in the Office of Water QMP which is provided as Attachment 13 to the RFP.

The National Coastal Condition Assessment - Field Operations Manual' contains methods for sampling water chemistry (grabs and *in situ* measurements), benthic macroinvertebrates, sediment composition and toxicity, fish tissue, a pathogen indicator, and physical habitat. These methods are based on the guidelines developed and followed in the Coastal 2000 and National Coastal Assessment Monitoring and Assessment Program (USEPA, 2001). Although the described methods are for the National Coastal Condition Assessment program,

these methods are useful for general sampling collection activities. It is to be used as guidance only. The National Coastal Condition Assessment - Field Operations Manual is located at the following:
http://water.epa.gov/type/oceb/upload/ncca_field_manual_23apr10.pdf

The EPA WAM will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy. Field work may occur aboard an EPA program-supported vessel, as well as other vessels, in lakes, rivers, ocean and coastal water bodies. Analysis work will occur to some extent aboard the vessels, but more frequently will be conducted at better equipped laboratories on-shore:

- Based on parameters established in the WA, the contractor shall design field sampling programs for survey cruises that assess the environmental impacts of pollution in marine/estuarine studies;
- The contractor shall provide technical support to implement field sampling programs and surveys. Implementation of a survey cruise includes operation of data collection equipment, sorting and classification of samples taken, performing on-ship chemical and biological analyses (described in next paragraph) of samples, and repair and maintenance of specialized hardware and equipment used in the collection and analyses of samples;
- The contractor shall provide the vessel to serve as the platform for the field sampling programs and surveys activities when requested by the EPA. When the contractor provides the vessel, the contractor shall be responsible for actual operation of the ship and some/all of the field sampling programs and surveys activities. When an EPA and/or other federal agency (e.g. NOAA, USCG, etc.) research vessel and crew are used for the on-ship surveys, the contractor shall not be responsible for actual operation of the ship (e.g. piloting);
- The contractor shall conduct on-shore and on-ship physical, chemical, and biological analyses of samples (e.g., air, biota, debris, water, tissue, and sediment) obtained during survey cruises and studies of the environment. Biological analyses include bioassays, identification of benthic organisms and fish, and the implementation of fish histopathological studies;
- Based on specifications established by the EPA, the contractor may be required to test specialized (often one-of-a kind) hardware needed during air, water microlayer, water, and biota sampling and analysis tasks;
- The contractor shall conduct field surveys using remote sensing techniques with appropriate ground truthing. If available, EPA and/or other federal agency provided equipment shall be used. When EPA and/or other federal agency equipment are not provided, the contractor shall provide any necessary field survey equipment;
- The contractor shall provide survey equipment (examples include, but are not limited to, winches, hoists, bottom grabs, Sediment Profile Imaging systems, and sonar) to support survey missions when not available on an EPA and/or other federal agency (e.g. NOAA, USCG, etc.) survey research vessel and requested by the EPA. When the contractor provides the equipment, the contractor shall be responsible for leasing/renting, obtaining insurance, operating, repairing, calibrating, and maintaining the equipment and any associated hardware/software.
- The contractor shall assess and provide to the PO/WAM analyses (for EPA review and decision) of needed backup of critical equipment, maintenance, repairs, and modifications for scientific equipment aboard EPA

supported vessels, to assure the equipment's ability to provide effective scientific and oceanographic surveys and procedures.

4.2 Environmental, Ecological, Climate Change, and Health Risk Assessments

The contractor shall review and/or analyze water pollution factors and other environmental factors including climate change that contributes to water pollution, and provide technical support in assessing and predicting the effects of these factors on the environment, and on plant, animal and human health. Studies such as the effects of pollution on the food chain, duration of the environmental impacts, and the chronic and acute affects of toxic chemical pollution, may be conducted. The PO or WAM will review the information in draft form for technical soundness and adherence to Agency policy.

To provide this technical support, the contractor shall utilize its experience in specific program areas, including, but not limited to, the National Estuary Program, coastal watersheds and their management and stakeholders activities, ocean disposal, pollution control, vessel pollution, technology transfer, smart growth, marine debris, coral reefs, nutrients impact, invasive species, land-based sources of trash and impact assessments, monitoring of ocean disposal sites and other marine discharges/coastal waters, and the impacts of climate change on coastal resources.

Technical support services the contractor shall provide include, but are not limited to:

- Examine the effects of atmospheric deposition in water bodies from sources such as acid rain, particulate matter, and other airborne pollutants. Evaluate the pollution impacts based on the differences in pollutant concentrations and pollutant sources;
- Examine the effects of pollutants introduced into the environment and relate those effects to human health and to the ecosystem. Conduct analyses of new and existing data to assess the existing and potential environmental impacts of pollution inputs;
- Examine the cost-benefit of pollution control technologies and relate those effects to human health and to the ecosystem;
- Conduct laboratory simulations, field verifications, and engineering and process chemistry analyses of water samples;
- Conduct analyses to assess the potential environmental impacts of chemically contaminated sediments;
- Predict the impacts and ecological risks of toxic chemical contamination;
- Provide technical support for conducting health risk assessments of the consumption of chemically contaminated fish or shellfish from surface and shallow waters potentially contaminated with human pathogens and other pollutants;
- Provide technical support for assessing ecological risks from nutrient enrichment and/or eutrophication in water bodies;

- Provide technical support for assessing the ecological risks to adjacent water bodies, including wetlands and associated watersheds (include risks such as wetlands and habitat loss or degradation);
- Conduct watershed-wide analyses of potential cumulative impacts of multiple marine/estuarine pollution sources, including wasteload allocation for specific pollutant parameters;
- Provide technical support and examine the potential effects of climate change on coastal and ocean resources. Identify, evaluate, and determine impacts and management actions including adaptation and mitigation;
- Provide technical support for management of dredged material and the subsequent disposal of this material. This will include technical support for regulation/guidance development, development of monitoring protocols, assessment of ocean dumping activities, assessment of the impacts of ocean dumping, and monitoring selected sites or ocean areas.

*** The contractor shall do no actual dredging work under this contract.**

- Analyze the effects of releases of hazardous materials to the environment and evaluate the potential economic impacts;
- With regard to vessel discharges, the contractor shall be required to:
 - Evaluate the effectiveness of technologies and management practices for the treatment of vessel discharges and other wastes as necessary;
 - Evaluate the environmental impacts of blackwater, graywater, and other vessel discharges on marine, estuarine, and fresh water ecosystems;
 - Evaluate the chemical and biological components of discharges;
 - Evaluate the bioaccumulative and biomagnification of discharges on marine, estuarine, and fresh water ecosystems;
 - Monitor the discharge from discharging vessels,
 - When available, use EPA vessels or other vessels to monitor discharges from other vessels;
 - Develop documents that characterize any aspect of work done to evaluate, analyze, or describe vessel discharges in terms of the effluent qualities and potential environmental effects of the discharges, technical and economic analyses of treatment technologies, environmental impact statements related to the discharges, or public outreach documents.
 - Evaluate and document any other discharges that may be incidental to the normal operations of the vessel.

4.3 Sources and Control of Floatable Aquatic and Marine Debris

The contractor shall provide technical support services in examining the spectrum of floatable aquatic debris, including its possible sources on land, through its transport via runoff, storm drains, and other means to the various water bodies, such as lakes, rivers, oceans, and estuaries. The effects the debris can have on the ecology, including wildlife, shall also be studied. The EPA PO or WAM will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

Technical support services the contractor shall provide include:

- Assess and evaluate the sources and effects of floatable aquatic debris and plastics on the environment, including the effects on marine organisms and their habitats such as beaches and waterfront areas (including study of the aesthetic and economic impacts);
- Identify the types of sources of aquatic marine debris pollution, including land-based sources;
- Identify the impacts of marine debris on the overall aquatic environment, and how those impacts compare with other pollution sources;
- Analyze the incentives that could decrease the amount of marine debris;
- Analyze the control measures for sources of aquatic debris such as combined sewer overflows, storm sewers, vessels, street litter, beach visitors;
- Quantify and identify debris present in a given harbor or beach area, and existing point sources for each.

4.4 Ocean Dumping and Disposal and Dredged Material Management Activities

The contractor shall provide technical support services for studying the effects of material disposed of in the ocean, including the manner in which the material disperses, and its immediate and long term effects on the environment. This work involves environmental data gathering (see Section 4.1. above). The EPA PO or WAM will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

Technical support services shall include:

- Conduct field tests of ocean disposal systems, analyze field samples, and evaluate analytical results;
- Provide technical support in the development and operation of a data system that will be used to monitor an ocean disposal permittee's compliance;
- Provide technical support for the preparation of environmental impact statements for ocean disposal sites;

- Sample and analyze wastes and marine samples for trace metals, organics, and other constituents;
- Provide technical support in the review of ocean dumping permit applications and the preparation of draft permits;
- Provide technical support for development and updating of monitoring plans for assessing ocean dumping site impacts and for implementing and carrying out long-term ocean dumping site management;
- Provide technical support toward the design and conduct of oceanographic surveys of offshore sites to assess the environmental impacts of ocean dumping;
- Prepare analyses of optimal disposal strategies including potential impacts on Clean Water Act regulations and programs;
- Provide technical support toward the development of guidance for long-term dredged material management planning.

4.5 Data Base Development and Modeling

The contractor shall provide technical support in organizing and facilitating the accessibility of the data gathered during performance of this contract. This support area shall serve to organize the data so it can be used to predict pollution impacts, short-term and long-term environmental effects, and successful control strategies that could lessen the environmental impacts. The EPA PO or WAM will review the information or work products prepared by the contractor for technical soundness and adherence to Agency policy. All data and software delivered to the Agency shall adhere to Agency software/hardware compatibility standards, and all systems shall comply with applicable Federal and EPA security requirements, as documented in the EPA IRM Policy Manual 2100A16 12/20/99 Chapter 8 -Information Security located at <http://www.epa.gov/irmpoli8/archived/polman/chaptr08.htm>. Life cycles for any systems developed shall be documented per the Agency's Systems Life Cycle procedures contained in the EPA Systems Life Cycle Manual.

The contractor shall ensure that all systems and software developed under this contract shall remain usable and accessible to the Agency during the contract period, and shall adhere to all requirements included in the EPA Office of Water (OW) Contract Activity Information Technology Requirements Section of the PWS. The contractor shall compile, for each system and software package developed herein, a docket containing items including, but not limited to, a description of procedures used to develop each system and software package, users manuals, and hard and electronic copies of the software and systems created. All systems, software packages and procedural information will be considered EPA property.

Technical support services the contractor shall provide include:

- Develop and implement atmospheric and water computer models to predict the transfer, fate, and effects from conventional waste and toxic pollutants introduced into the environment, either from routine disposal operations or by accident during transport;
- Provide technical support toward development and support of a data system(s) that

will be used to monitor the effectiveness of pollution abatement measures;

- Provide technical support and logistics for implementing use and interface with the EPA's data systems such as ORD's Environmental Information Management System;
- Estimate pollutant loadings from point and nonpoint sources;
- Compile and format data on technical ocean topics;
- Collect, format and input water quality, monitoring and ocean dumping data and information into EPA's STORET/WQX data system;

4.6 Support for Technical Transfer and Public Involvement, Communication Outreach Activities

The contractor shall provide technical support for public outreach and technical transfer of information related to the scope of this PWS. To maximize environmental improvement, the information EPA gathers must be conveyed to other Federal and state government agencies, to the regulated community, stakeholder groups, non-profit organizations, and to the public.

The contractor shall also provide EPA with the technical support needed to properly inform the public of its work and results and of technology available to improve the environment. The EPA PO or WAM will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy. The contractor, its subcontractors, and consultants are required to wear prominently displayed identification badges at all times, which clearly identify their affiliation when attending meetings, symposiums, conferences, etc., both when accompanying EPA staff or working separately in providing support to EPA programs and activities. The badge should contain the individual's name, along with the name of his/her company.

For all elements of the PWS, the contractor shall organize, manage, present and translate technical data and conclusions into clear, concise documentation and presentation aids that can be used to communicate OCPD information to the general public, as well as to Federal and state government agencies, the regulated community, stakeholder groups, non-profit organizations, and associated technical and management communities. Examples of information transfer to the public include public forums and hearings, videotaped public service announcements, hardcopy handouts, such as flyers, pamphlets, posters, booklets, and electronic documents and media such as web communications, and social media. Such materials shall be submitted to the EPA in draft for EPA review and recommendation, prior to final preparation. As directed in individual work assignments, materials may be developed in both printed format (e.g., documents, posters, pamphlets) and electronically readable format (e.g., DVDs, flash memory drives, CDs, disks, Internet).

Technical support services the contractor shall provide include:

- Assess environmental improvement and degradation that has occurred as a result of cleanup activities at specific sites and groups of sites. Prepare reports summarizing environmental changes and outcomes;
- Provide technical support, including layout and design support, for the preparation of documents and reports for use by EPA HQ and the Regions, other

Federal agencies, state government agencies, the regulated community, stakeholder groups, non-profit organizations, and the public on OCPD programs;

- Provide technical support in the preparation of technical and management guidance for implementing the environmental legislation applicable to the OCPD programs;
- Support development of technical guidance on methods for assessing toxic chemical impacts and toxicity in water and sediments;
- Present testimony as an expert witness for the Agency on the technical areas discussed in this PWS (Such testimony shall occur within the constraints of all applicable laws and EPA policies governing conflicts of interest);
- Prepare technical documentation and briefing packages, including text, graphics, and visual aids, to be used for briefings, hearings, etc. Such materials shall be submitted to the EPA in draft for EPA review and recommendation, prior to final preparation, and it shall be related to the OCPD mission, as included in this PWS;
- Support the development and implementation of OCPD's technical assistance function by making available a wide range of technical expertise, including, but not limited to, capabilities such as:
 - Innovative tools and mechanisms for financing watershed protection efforts, especially for local governments;
 - Geospatial (Geographic Information System) analysis, application development and product and map generation, (electronic, web-accessible and hardcopy);
 - Performance-based monitoring;
 - Project management support;
 - Consensus building, issue facilitation and resolution, and organizational development;
 - Experience with nongovernmental organizations, particularly those related to regional and environmental planning
 - Graphic design, document design and layout, document editing, and production;
 - Web communication design, development, and maintenance; expertise in EPA's content management systems and Section 508 of the Rehabilitation Act;
 - Aquatic and invasive nuisance species, pathogens, toxic pollutants, and nutrient pollution;
 - Habitat management and restoration;

- Smart growth, sustainability, and climate change;
 - Environmental indicators, pathogens, toxic pollutants, cultural/social anthropology, smart growth development strategies;
 - Monitoring and finance workshops and other workshops as needed.
- Provide technical and logistical support for the development, facilitation, and conduct of technical and management workshops, training, public briefings, and conferences related to EPA's program responsibilities and objectives. Logistical support may include: procuring conference facilities and lodging for attendees; preparing and shipping technical materials for workshops; inviting speakers to make presentations; registering participants; compiling and distributing follow-up materials; arranging for audio-visual equipment; clerical preparation of EPA-developed workshop or meeting agendas, providing advance information to attendees; registration support; preparation of visual aids; preparation of case studies and interactive activities; identification, confirmation, and provision of logistical support for speakers and scientific or technical experts who directly contribute to the requirements of specific contract performance; evaluation of results and preparation of minutes and meeting notes, summary reports, and proceedings documents. With prior EPA approval of all materials, the contractor shall prepare and/or assemble appropriate instructional or information materials and make them available to attendees;
 - Provide technical writing and technical editing services for preparation of annual reports and other status reports required during environmental studies. The contractor shall prepare material as requested in work assignments, for any combination of target audiences including technical, managerial, and the general public;
 - Evaluate and synthesize environmental monitoring data. Prepare reports summarizing environmental monitoring data;
 - Provide technical, programmatic and logistic support to assist EPA in working in various Partnerships including Federal, state, and stakeholders, such as Council of Environmental Quality (CEQ), National Ocean Policy and related regional governing organizations, Association of Clean Water Administrators (ACWA), US Global Change Research Program, Coastal America, Association of National Estuary Programs (ANEP), land trust organizations, the National Dredging Team, Regional Dredging Teams, and the Marine Transportation System and others;
 - Provide technical and logistical support for watershed volunteer monitoring efforts to aid the EPA in improving the capacity of volunteer monitoring;
 - Analyze cases where sound environmental management was applied and achieved good results. Cull and synopsise the reasons for the successful applications and assemble into guidance and outreach presentations for interested parties including EPA regions, federal agencies, state and local environmental managers and technical staff, and the general public.

4.7 Pollution Control and Impact Mitigation

The contractor shall provide technical support in evaluating the possible ways to reduce water pollution at its source, as well as economic, environmental impacts and other incentives to encourage

minimizing pollution. The EPA PO/WAM will review the information prepared by the contractor in draft form for technical soundness and adherence to Agency policy.

Technical support services the contractor shall provide include:

- Evaluate the various means by which environmental pollution can be reduced using various control approaches, such as Best Management Practices, available pollution control technologies, and source reduction techniques;
- Evaluate the environmental impacts of various pollution management techniques, such as the use of fees, land acquisition, other economic tools, and land trusts and exchanges. Also evaluate zoning-related techniques, such as "sensitive area" protection, performance regulations, including performance bonds and building codes. Evaluate the relative effects of these techniques, and support OCPD's development of technical assistance documents for use by state and local managers and technical specialists;
- Evaluate the effectiveness of coastal nonpoint source management measures in abating watershed impacts;
- Provide technical and administrative support to evaluate pollution reduction and environmental enhancement actions using the watershed approach (e.g. National Estuary Program) for coastal and ocean resources;
- Develop recommendations for enforceable actions that can be implemented by state and local governments to mitigate watershed impacts;
- Identify and evaluate adaptation and mitigation actions in response to potential climate change impacts to ocean and coastal resources;
- Perform cost/benefit analyses of the various pollution abatement and pollution source reduction techniques, and on other pollution management techniques such as best management practices. Evaluate the watershed value (both economic, non-economic, and aesthetic) in relation to the cost of abating watershed impacts.

4.8 Technical and Programmatic Support for Regulation Development, Strategic Planning, Program Development and Implementation, Finance Planning and Performance Measurement

The contractor shall provide technical and programmatic support, as related to the OCPD programs in this PWS, including, but not limited to, the following areas:

- Provide support for strategic planning, program development and implementation, and performance measurement (i.e., the development of metrics and gathering/presentation of data reflecting progress toward internal program milestones and external environmental goals);
- Evaluation and documentation of the economic impacts of various regulations and regulatory requirements;
- Provide analysis and preparation of environmental impact statements, regulatory impact analyses, technical support documents, information collection requests for regulation and associated coastal, marine, and ocean protection and pollution documents and reports;

- Provide and prepare technical documents in support of public hearings and meetings. The documents shall be technically sound and adhere to Agency policy.
- Provide analysis and prepare draft white papers and other types of reports on topics such as, environmental-relating policy, legislative, regulatory, economic, and political issues and associated subject areas related to coastal, marine and ocean protection, watershed management, watershed restoration, and water quality impairment.
- Facilitate and provide support for the OCPD programs, training, and presentations, such as for the National Estuary Program (NEP). With the NEP, training includes development/revision of Comprehensive Conservation and Management Plans, annual workplans, finance planning, and strategic planning.
- Provide technical and administrative support to identify sustainable sources of long-term funding for stakeholder entities in the NEP including finance strategy or plan development.

5.0 EPA Office of Water - General Requirements

5.1 Environmental Justice Language for OWOW's Acquisition

Executive Order 12898 (Environmental Justice) directs Federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the Agency's continuing commitment to environmental justice and fair treatment of all people, the contractor shall notify the EPA PO of minority and low-income population, as well as populations with different patterns of subsistence consumption of fish and wildlife, likely to be affected by a program, policy, or activity associated with work done under the contract and, when requested by the EPA, shall identify any disproportionately high and adverse human health or environmental effects of the program, policy, or activity of concern on these populations.

5.2 Data Quality Act/Information Quality Guidelines Requirements

The Data Quality Act (also known as the Information Quality Act) requires the EPA to ensure that influential information disseminated by the Agency is sufficiently transparent in terms of data and methods of analysis such that the information is capable of being substantially reproduced. To support compliance with these data transparency/ data reproducibility requirements, the EPA may include QAPPs and deliverables prepared by the contractor as part of any rulemaking record documentation to be made available to the public. The contractor may claim information in QAPPs as confidential; if the contractor chooses to do so, the contractor shall submit a sanitized (i.e., public) version and an unsanitized (i.e., confidential) version at the time the QAPP is submitted for approval to the EPA. The sanitized version shall be included in the public docket for the applicable rulemaking (or other docket record), and the unsanitized version shall be included in a non-public (i.e., confidential) portion of the docket (or record).

Information contained in the approved QAPP and other documents prepared by the contractor for dissemination by the EPA shall be transparent, reproducible, and meet the requirements of the Data Quality Act for influential information. The EPA's Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity, of Information Disseminated by the Environmental Protection Agency (EPA/260R-02-008, October 2002), referred to as "EPA's Information Quality Guidelines," describe EPA procedures for meeting Data Quality Act requirements. Section 6.3 of the EPA's Information Quality Guidelines indicates that "especially rigorous robustness checks" should be applied in circumstances where quality-related information cannot be disclosed due to confidentiality issues. Where applicable, the contractor should indicate

which results were obtained using the tools (SOPs, checklists, and guidelines) that the contractor designates as confidential so that the EPA WAM can easily identify the areas that shall require rigorous robustness checks and document that those checks have been performed. At the discretion of the WAM, the contractor may be requested to prepare pre-dissemination review checklists as described in Section 5.5 of the Office of Water Quality Management Plan, February 2009 (or as updated). If this is required, the WAM shall notify the contractor through written technical direction.

6.0 EPA Office of Water (OW) - Contract Activity Information Technology* Requirements

*Information Resources include systems, databases, and models/web applications that utilize information in OW systems and databases.

All work performed under this contract shall adhere to the following:

The clause EPAAR 1552.211-79, "Compliance with EPA Policies for Information Resources Management", which requires the adherence to all Agency directives for performance of any IRM related work.

Information Technology Architecture Road Map

[<http://www.epa.gov/irmpoli8>]. For development/enhancement of information resources, the contractor must adhere to all technical specifications listed in the Road Map.

Environmental Information Management System (EIMS)

[http://cfpub.epa.gov/si/si_public_record_report.cfm?dirEntryId=15079]. A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as EIMS, to ensure development/enhancement of an information resource does not duplicate existing information resources. If duplication is determined, the contractor shall consult with the EPA PO to ensure that existing information resources are optimally utilized in conjunction with information resource being developed/enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating resource description information in EIMS.

Data Element Registry Services (http://ofmpub.epa.gov/sor_internet/registry/datareg/home/overview/home.do). Any development/enhancement of information resources, as well as any data products flowing to or from EPA information resources, must adhere to data standards detailed in the data element registry.

Monitoring information in STORET/WQX [<http://www.epa.gov/storet>]. Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of contract, grant, or cooperative agreement activities must be entered into STORET/WQX or made available to the EPA in a STORET/WQX compatible format.

National Hydrography Dataset (NHD) Indexing [<http://www.epa.gov/waters>]. Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the WATERS website. Exceptions include groundwater data and data that are related to points greater than two miles from the United States coastline. The WATERS website describes the EPA tools and training that are available for NHD indexing.

6.1. All contractor work shall be in compliance with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and

Technology (NIST). The contractor shall also comply with the EPA's technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats described at the sources in Attachment #C, "Directives for Performance of IRM-Related Work".

6.2 IRM Policies, Standards and Procedures <http://www.epa.gov/irmpoli8/policies/index.html>.

All contractor work shall be in compliance with the 2100 Series (2100-2184) of the Agency's Directive System, which contains the majority of the Agency's IRM policies, standards, and procedures.

6.3 Registry of Environmental Applications and Data

http://cfpub.epa.gov/si/si_public_record_report.cfm?dirEntryId=15079. A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as EIMS, to ensure development/enhancement of an information resource does not duplicate existing information resources. If duplication is determined, the contractor shall consult with the EPA PO to ensure that existing information resources are optimally utilized in conjunction with information resource being developed/enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating resource description information in EIMS.

http://ofmpub.epa.gov/sor_internet/registry/sysofreg/home/overview/home.do

A contractor shall refer to information resources such as the System of Registries (SoR). The SoR is a resource for environmental system developers and enterprise architects. It also provides environmental program managers and users of environmental information with automated services to enable a better understanding of environmental terminology and data used by the Agency.

<http://www.epa.gov/epahome/data.html>

A contractor shall refer to the EPA's Database and Software website as an informational resource.

6.4 Data Standards and Environmental Data Registry (EDR)

http://iaspub.epa.gov/sor_internet/registry/sysofreg/home/overview/home.do

Any development/enhancement of information resources (information resources include systems, databases, and models/web applications that utilize information in the OW systems and databases), as well as any data products flowing to or from EPA information resources, must adhere to the data standards detailed in the EDR.

6.5 Monitoring Information in STORET/WQX and Follow-on Data Systems <http://www.epa.gov/storet/>

Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of any contract, grant, or cooperative agreement activities must be entered into STORET/WQX or its follow-on data systems and be made available to the EPA in a compatible format. The contractor shall use its own company name as the entity for data collected by the contractor when entering its data. The contractor shall report quality control of the data upload to the EPA.

6.6 National Hydrography Dataset (NHD) Indexing <http://www.epa.gov/waters/>

Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the WATERS website. Exceptions include groundwater data and data related to points greater than two miles from the United States coastline. The WATERS website describes the EPA tools and training that are available for NHD indexing.

6.7 Web Standards

All software (including web pages) development shall be done in consultation with the WAM according to functional requirements and design found in the following documents. All work performed by the contractor must also adhere to the government policies, procedures, and guidance in the following manuals:

EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media: <http://www.epa.gov/productreview/index.html>

EPA Web Guide: <http://www2.epa.gov/webguide>;

EPA Section 508 Accessibility Guide: <http://www.epa.gov/accessibility/>;

Guide for Developing Usable and Useful Web Sites (Usability Guidelines): <http://www.usability.gov/>;

EPA Information Resources Management (IRM) Policy:
<http://www.epa.gov/irmpoli8/policies/index.html>;

All policies/guides/manuals shall be made available to the contractor through the EPA CO or the WAM at the time the work assignment is provided. Contractors should be familiar with all requirements prior to commencement of work.

7.0 Deliverables Description

All deliverables developed at any time under this contract must be provided to the WAM in electronic formats that are supported (i.e., PDF) and can be edited (i.e., Word, Excel) by the EPA. GIS data must be in ArcGIS format. Ambient Water Quality Data collected must be entered into STORET/WQX or its follow-on data systems.

7.1 The contractor shall furnish all data (e.g., GIS, monitoring, modeling inputs/outputs, etc.) to the WAM upon completion and acceptance by the WAM of final deliverables for each WA. The data must also be accompanied by an inventory list describing all the data used.

7.2 Metadata must be developed for all project-generated GIS and accompany the GIS deliverables. Metadata must be compliant with the "Content Standard for Digital Geospatial Metadata" approved by the Federal Geographic Data Committee (FGDC). Metadata compliance can be checked using the following tool:
<http://geo-nsdi.er.usgs.gov/validation/>.

7.3 Validation of deliverables for Section 508 Compliance

The contractor shall support the WAM in conducting a "Final Deliverable Validation" to ensure compliance with Section 508 and the Federal Acquisition Regulations (FAR) related to "electronic and information technology (EIT) deliverables." The contractor shall furnish certification, in writing, to the WAM that the contractor has complied with EPAAR Clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management", including the requirement that all electronic and information technology (EIT) deliverables be Section 508 compliant in accordance with the policies referenced at
<http://www.epa.gov/accessibility/>.

8.0 PDF Requirements

All PDF files must meet the following standards:

8.0.1 Adobe page numbers must reflect actual document page numbers. Include i, ii, iii and chapter/subsection re-numbering.

8.0.2 Bookmarks should be used in long documents with multiple sections.

8.0.3 Table of Contents entries must be jump-linked to the correct location in the document.

8.0.4 The initial view must display Bookmarks Panel and Page (unless the document is short and has no bookmarks) and Document Title (rather than file name)

8.0.5 All appropriate metadata must be entered in the document properties to be provided by the EPA. This includes:

8.0.5.1 Document Title;

8.0.5.2 Author;

8.0.5.3 Subject (e.g. Total Maximum Daily Loads); and

8.0.5.4 Keywords.

8.0.6 The document must be created/saved for Fast Web View.

8.0.7 All PDF files must also conform to Section 508 – Accessibility. The contractor is provided the following references for guidance:

Web Standard: PDF - When to Use, Document Metadata, PDF Sections:

<http://www2.epa.gov/webguide/web-standard-pdf-when-use-document-metadata-pdf-sections>

Standard: PDF Links:

<http://www2.epa.gov/webguide/web-standard-pdf-links>;

How to Create a Web-Ready PDF:

<http://www2.epa.gov/webguide/how-create-web-ready-pdf>;

PDF Files - About Portable Document Format (PDF) Files:

<http://www2.epa.gov/webguide/pdf-files#download>;

Required Metadata for PDF Documents:

<http://www2.epa.gov/webguide/required-metadata-pdf-documents>;

Federal guidance for creating accessible PDFs and word documents (covers converting Word documents to PDFs) - <http://www.section508.gov/how> and/ or <https://cio.gov/about/accessibility-statement/>

8.1 All laboratory analyses performed under individual WAs issued under this contract shall be uploaded into STORET/WQX by the contractor (see Section 4.5). The contractor is referred to the WQX format to upload data to STORET/WQX or any future methods when it becomes available:

<http://www.epa.gov/storet/wqx/index.html>.

8.2 Each initial deliverable shall be provided to the EPA WAM in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts completely document the methodologies being used, utilize the appropriate assumptions and data, are accurate and complete, and as specified in the work assignment or other written technical direction before providing them to the EPA. The contractor shall

incorporate WAM review comments into revisions of the drafts. All drafts and final reports shall be approved by the WAM. Activities to be conducted under this contract are limited to technical support. The WAM will review all contractor analyses and make final determinations with regard to program objectives and the content of Agency regulations and policy development.

8.3 It is anticipated that the work product of any federally funded agreement will be reviewed for scientific validity and may be used as a tool or reference for future projects. The EPA will use the deliverables that result from contract/WAs resulting from this RFP to answer questions during public notice. Therefore, all data, sampling, analysis, research, reference materials, geo-spatial layers, coding, and modeling that is performed, utilized, or produced under the contract/WAs resulting from this RFP shall be submitted to the EPA in a manner that allows the EPA to appropriately modify the information according to public comment.

8.4 The contractor shall support Agency efforts to meet current Federal Document and Records Management policy requirements. The contractor shall also anticipate requests to support Agency efforts to meet, interpret, or plan for implementation of any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this contract.

The kinds of contractor support which may be required in individual WAs issued under this contract include: support for the preparation of records in the project files of individual WAs issued under this contract; and support for the preparation of archival copies of draft and final deliverables developed in individual WAs issued under this contract.

The contractor shall also support Agency efforts to meet current and ongoing Federal Document and Records Management policy requirements for contract-level Project Reports furnished to meet Office of Acquisition Management (OAM) contract-level requirements.

ATTACHMENT #A**QUALITY ASSURANCE PROJECT PLAN (QAPP)**

In many, but not all, work assignments, there will be a requirement in the Work Assignment (WA) PWS for the contractor to support the preparation of a QAPP. Consistent with EPA Quality Manual for Environmental Programs, CIO 2105-P-01, which can be accessed at: <http://www.epa.gov/irmpoli8/policies/2105P010.pdf>, a QAPP is usually required when data is generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

The QAPP will be specific to the individual work assignment, and it must be reviewed and approved by the appropriate EPA Quality Assurance Officer (QAO) prior to the contractor incurring any billable costs for portions of the work assignment which contain QA/QC related actions (e.g., collection of environmental data or information, environmental data operations).

EPA policy requires that the QAPP be reviewed and approved by the EPA WAM and by the appropriate EPA QAO. This review is to ensure that the QAPP contains the appropriate content and level of detail. Previously-approved QAPPs that do not specifically address the particular WA at issue will require editing and resubmission for approval, and those portions that do not apply to the WA must be deleted from the QAPP.

Any QAPP that is approved by the appropriate EPA QAO for a work assignment awarded under this contract will be considered by the EPA to be available in the public domain and may be distributed by the EPA to the public.

When contractor support for preparation of a QAPP is requested in the WA PWS, the QAPP will be prepared in accordance with the contract-specific, customized QMP and in accordance with the following:
EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5)
<http://www.epa.gov/quality/qs-docs/r5-final.pdf> ; and

The Office of Water Quality Management Plan, (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf>.

For work assignments issued under this contract that request contractor support for preparation of a QAPP, the deliverables shall be furnished to the CO and WAM in electronic form in both a word processing file and pdf file.

1. When modeling is requested in the PWS, the contractor shall develop a modeling QAPP that will be applicable solely to the activities requested in that WA. The QAPP will be reviewed and approved by the WAM and by the appropriate EPA QAO.

2. The modeling QAPP shall conform to EPA QA/G-5M (December 2002, EPA/240/R 02/007 (<http://www.epa.gov/QUALITY/qs-docs/g5m-final.pdf>)). As referenced above in Section 3.2, a QAPP is usually required when data are generated to be used to make an Agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

3. When monitoring is requested in the PWS, the contractor shall provide support to develop a monitoring QAPP that will be applicable to the activities requested in that WA. The contractor shall submit the QAPP to the WAM. The QAPP will be reviewed and approved by the WAM and by the appropriate EPA QAO.
4. When the generation of GIS data is requested in the PWS of an individual WA, the contractor shall comply with the QA guidance for GIS data (QA/G-5G, <http://www.epa.gov/QUALITY/qs-docs/g5g-final.pdf>). The contractor shall submit the QAPP to the WAM. The QAPP will be reviewed and approved by the WAM and by the appropriate EPA QAO.
5. When the performance of community-level biological assessments in wadeable streams and rivers is requested in the PWS, the contractor shall follow the guidance in:
"Generic Quality Assurance Project Plan Guidance for Programs Using Community Level Biological Assessment in Wadeable Streams and Rivers"
<http://nepis.epa.gov/Exe/ZyNET.exe/20004MSS.txt?ZyActionD=ZyDocument&Client=EPA&Index=1995%20Thru%201999&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&UseQField=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5CZYFILES%5CINDEX%20DATA%5C95THRU99%5CTXT%5C00000002%5C20004MSS.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPage=s=1&ZyEntry=1>
- The contractor shall submit the QAPP to the WAM. The QAPP will be reviewed and approved by the WAM and by the appropriate EPA QAO.
6. Except where specifically delegated, all QAPP's intended for the performance of work under individual WAs that are prepared by non-EPA organizations must, prior to implementation, be approved by the PO and by the appropriate EPA QAO.
7. All QAPPs shall be implemented as approved for the intended work.
8. The contractor shall ensure that all parts of the organization performing the work, including subcontractors, are responsible for implementing the QAPP that has been approved by the EPA for each individual WA, and that all personnel involved in the work have copies of the approved QAPP, along with all other necessary planning documents.
9. The contractor shall ensure that all personnel in the contractor's organization, including subcontractors, who are involved in each individual WA, understand the requirements prior to the initiation of data-generation activities (including generation or interpretation of environmental data using modeling techniques).
10. The contractor shall ensure that all personnel, including subcontractors, who develop and review a QAPP involving model development or application has the proper experience and educational credentials to understand the relevant issues.
11. QA Considerations when CO Modifications are Issued:

Because of the complex and diverse nature of environmental data operations, changes to the PWS in individual WA, including revisions to methods or objectives, are sometimes required. If a modification to a WA issued by the EPA CO warrants a change in protocols related to QA/QC, the QAPP must be modified to reflect the change. The contractor shall be expected to furnish technical support to the WAM to prepare changes to the QAPP, which then must be approved in writing by the EPA prior to the contractor incurring further billable costs related to QA/QC activities in the PWS.

According to EPA policy, a revised QAPP must be reviewed and approved by the same EPA authorities that performed the original review.

In work assignments that involves data collection and/or analysis, the contractor shall not make any procedural changes to the methods for data collection or analysis, or to other activities involving QA/QC until a revised QAPP is prepared, furnished to the EPA for review, and approved in writing by the EPA. The contractor shall identify any proposed revisions to the QAPP for EPA review and approval.

The WAM will determine if the proposed changes affect the technical and quality objectives of the WA. The WAM will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the WA. The WAM will then make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to procedures involving data collection and analysis can be implemented by the contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

For those WAs where the PWS involves modeling, the contractor must not make any procedural changes until a revised QAPP is prepared, furnished to EPA for review, and approved in writing by the EPA. The contractor shall identify changes to the WAM, and present any proposed revisions to the QAPP, including a revision history for EPA review and approval.

ATTACHMENT #B

TABLE ONE : List of Analytes measured in NCCA 2010

Chemicals to be measured in sediments and tissue for 2010 Coastal Survey (PAH Sediment Only)

Compound Name		PCB No.		21 PCB Congeners
Polynuclear Aromatic Hydrocarbons (PAHs)				
Acenaphthene		8		2,4'-dichlorobiphenyl
Anthracene		18		2,2',5'-trichlorobiphenyl
Benz(a)anthracene		28		2,4,4'-trichlorobiphenyl
Benzo(a)pyrene		44		2,2',3,5'-tetrachlorobiphenyl
Biphenyl		52		2,2',5,5'-tetrachlorobiphenyl
Chrysene		66		2,3',4,4'-tetrachlorobiphenyl
Dibenz(a,h)anthracene		101		2,2',4,5,5'-pentachlorobiphenyl
Dibenzothiophene		105		2,3,3',4,4'-pentachlorobiphenyl
2,6-dimethylnaphthalene		110/77		2,3,3',4',6-pentachlorobiphenyl
Fluoranthene		3,3'		4,4'-tetrachlorobiphenyl
2-methylnaphthalene		118		2,3',4,4',5-pentachlorobiphenyl
1-methylnaphthalene		126		3,3',4,4',5-pentachlorobiphenyl
1-methylphenanthrene		128		2,2',3,3',4,4'-hexachlorobiphenyl
2,6-dimethylnaphthalene		138		2,2',3,4,4',5'-hexachlorobiphenyl
Naphthalene Pyrene		153		2,2',4,4',5,5'-hexachlorobiphenyl
Benzo(b)fluoranthene		170		2,2',3,3',4,4',5-heptachlorobiphenyl
Acenaphthylene		180		2,2',3,4,4',5,5'-heptachlorobiphenyl
Benzo(k)fluoranthene		187		2,2',3,4',5,5',6-heptachlorobiphenyl
Benzo(g,h,i)perylene		195		2,2',3,3',4,4',5,6-octachlorobiphenyl
Indeno(1,2,3-c,d)pyrene		206		2,2',3,3',4,4',5,5',6-nonachlorobiphenyl
2,3,5-trimethylnaphthalene		209		2,2',3,3',4,4',5,5',6,6'-decachlorobiphenyl
DDT and its metabolites				Chlorinated pesticides other than DDT
2,4'-DDD				Aldrin
4,4'-DDD				Alpha-Chlordane
2,4'-DDE				Dieldrin
4,4'-DDE				Endosulfan I
2,4'-DDT				Endosulfan II
4,4'-DDT				Endosulfan sulfate
Elements				Endrin
Aluminum Antimony				Heptachlor
(sediment, only) Arsenic				Heptachlor epoxide
Cadmium				Hexachlorobenzene
Chromium				Lindane (gamma-BHC)
Copper				Mirex
Iron				Trans-Nonachlor
Lead Manganese (sediment,				
only) Mercury				
Nickel				
Selenium				
Tin				
Zinc				

ATTACHMENT #C

DIRECTIVES FOR PERFORMANCE OF IRM-RELATED WORK

Federal Policies and Regulations	
Computer Security Act of 1987	http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt
The Privacy Act of 1974 Section 552a	http://www.justice.gov/opcl/privstat.htm
The Rehabilitation Act Section 508	http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards
Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194)	http://www.access-board.gov/sec508/508standards.pdf
The Fair Labor Standards Act of 1938 as amended, and any applicable Executive Orders	http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf
U.S. Office of Management and Budget (OMB) Circular A-4, Risk Analysis	http://www.whitehouse.gov/omb/circulars_a004_a-4/
OMB Circular A-11, Financial Reporting and Performance	http://www.whitehouse.gov/omb/circulars_a11_current_year_a11_toc
OMB Circular A-76, Personnel Issues	http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction
OMB Circular A119, Consensus Standards	http://www.whitehouse.gov/omb/circulars/a119/a119.html
OMB Circular A-123, Internal Control Management	http://www.whitehouse.gov/omb/circulars_a123_rev
OMB Circular A-130, Information Resource Management	http://www.whitehouse.gov/omb/circulars_a130_a130trans4
OMB Circular A-131, Value Engineering	http://www.whitehouse.gov/omb/circulars_a131/
OMB Memorandum M-08-27, Guidance for TIC compliance	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf
OMB Memorandum M-08-22, Guidance on implementing FDCC	http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf
OMB Memorandum M-07-24, Updated principles for Risk Analysis	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf
OMB Memorandum M-07-11, Implementation of Commonly Accepted Security Configurations for Windows Operating Systems	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf
OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies	http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines
Federal Information Security Management Act (FISMA)	http://csrc.nist.gov/drivers/documents/FISMA-final.pdf
U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34	http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf
NIST SP 800-53, Rev. 3	http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/SP800-53-rev3-final.pdf
Federal Continuity Directive 1	http://www.fema.gov/pdf/about/offices/fcd1.pdf
Electronic Signatures in Global and National Commerce Act (ESIGN)	http://www.ftc.gov/os/2001/06/esign7.htm

Federal Information Processing Standards	http://www.itl.nist.gov/fipspubs/
Government Information Security Reform Act	http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_public_laws&docid=f:publ398.106.pdf
Government Paperwork Elimination Act (GPEA)	http://www.cio.gov/Documents/paperwork_elimination_act.html
Information Technology Management Reform Act	http://www.whitehouse.gov/omb/memoranda_m96-20
OMB Memorandum on Agency Architecture Development	http://www.whitehouse.gov/omb/memoranda/m97-16.html
PDD-63 White Paper	http://fas.org/irp/offdocs/paper598.htm
Presidential Decision Directive - PDD-62	http://fas.org/irp/offdocs/pdd-62.htm
Presidential Decision Directive - PDD-NSC-67	http://fas.org/irp/offdocs/pdd/pdd-67.htm
FIPS Publications	http://csrc.nist.gov/publications/PubsFIPS.html
Section 508 Compliance	http://www.section508.gov/
NARA Electronic Records Management (ERM) Guidance	http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html
Homeland Security Presidential Directive (HSPD) 12	https://www.dhs.gov/homeland-security-presidential-directive-12

EPA Policy and Procedures

EPA Data Standards	http://iaspub.epa.gov/sor_internet/registry/datastds/home/overview/home.do
Information Management & Information Technology Policies that apply to Contractor's performing work through an EPA issued Contract	http://www.epa.gov/irmpoli8/
EPA Web Guide	http://www2.epa.gov/webguide
IRM Policy Manual	http://www.epa.gov/irmpoli8/archived/polman/index.html

ATTACHMENT #D

RECORDS MANAGEMENT INFORMATION

Office of Water Records Management background information from an internal agency website: <http://intranet.epa.gov/ow/records>

EPA Records Management Policy:

http://www.epa.gov/records/policy/2155/rm_policy_cio_2155_1_2.pdf;

EPA Records Schedule 258 "Final Deliverables and Reports" (all programs/agency-wide):

<http://www.epa.gov/records/policy/schedule/sched/258.htm>.

1. The contractor shall provide all supporting documentation to the EPA with its deliverable drafts, because the EPA cannot review and approve the contractor's draft deliverables without that supporting documentation. That documentation shall include the electronic modeling files and a detailed, written explanation of all steps and decisions. This shall be done regardless of whether it is described in a specific work assignment (WA) deliverable. This information shall be submitted in such a manner that no proprietary software will be needed to read, interpret, replicate, or model any resulting work product, unless otherwise noted in the WA or the contractor has received the prior written permission of the WAM. The objective is that anyone with the appropriate skill level can use the information produced under the resulting contract(s) and/or WAs to check or duplicate the work for calibration, replication and/or verification. Consequently, any elements essential to successfully replicating the resulting analysis and modeling shall be provided to the EPA in a commonly used format. All water quality specific data gathered or generated by this contract shall be exported, by the contractor, into the EPA's Water Quality Exchange database, as that is part of providing all the supporting documentation.

At the end of the contract, the contractor shall ensure that any additional supporting documentation requested during the EPA's review of any draft work product is furnished in a timely manner upon written request from either the appropriate WAM or the CO. All supporting documentation will be indexed in accordance with the current requirements of the Federal Document and Records Management policies as well as any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this resulting contract.

2. To meet these federal needs (unless modified by the EPA CO), all contractor deliverables to the EPA shall include one electronic and two paper copies formatted as follows:

3. Final electronic submissions shall be made in the following manner: electronic Microsoft Word© for any written reports, summaries, or analysis documents; Microsoft Excel© format for any and all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs); and Microsoft Access© format for any and all databases or for other data as approved by the WAM in writing. Electronic submissions shall be on Compact Disk (CD), Digital Versatile Disc (DVD), or USB drive. The contractor may utilize a File Transfer Protocol (FTP), but only if the WAM gives written permission. Every electronic document and all of the sections, text, graphs, charts, or figures shall be unlocked, open and editable so that the EPA may make further changes.

4. The paper copies shall be made in the following manner: two separate and identical copies of all deliverables must be submitted; each separate copy shall include all of the products due as of that date (i.e., Task 1, 2, etc.), and must be submitted in one or more bound volumes, as appropriate, with a title page, an executive summary describing the purpose and content, and an index, located inside the front cover of each bound volume, along with electronic copies enclosed in envelopes (or other suitable means) bound in the respective volume. Although PDF versions of the materials may be submitted at the contractor's discretion, neither electronic nor paper PDF versions will be acceptable as any final work product.

ATTACHMENT 2 REPORTS OF WORK

TECHNICAL SUPPORT FOR COASTAL POLLUTION ISSUES

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish a copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments and/or task orders, include the estimated percentage of task completed during the reporting period for each work assignment or task order. In addition, if QA/QC activities are required, the monthly report shall include a section addressing QA/QC activities.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contractor Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

- (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life, display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
- (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
 - (iii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

- (e) The report shall specify financial status at the work assignment task level as follows:
- (1) For the current period, display the amount claimed.
 - (2) For the cumulative period, display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.
 - (iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.
 - (6) A list of deliverables of each work assignment or delivery order during the reporting period.
 - (7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following email addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70 Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports to the following personnel and addresses:

Project Officer- email address identified in contract
 Contracting Officer- email address identified in contract

**DEFINITION OF LABOR CLASSIFICATIONS
ATTACHMENT 3**

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of the proposal.

(A) PROFESSIONAL LABOR CLASSIFICATIONS

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with the wide latitude for unreviewed action.

Typical Title: **Program Manager**

Education: Master's Degree or equivalent

Experience: At least 5 years experience in water pollution control, enforcement, environmental policy, or other environmental disciplines

Personnel proposed as program managers, shall perform at an expert level and possess expertise directly related to task area requirements of this contract, successful candidates shall have at least 3 years experience in the management of multi-discipline projects and experience in the management of subcontracts for professional and technical support.

Typical Title: **Quality Assurance Manager**

Education: Master's Degree or equivalent

Experience: At least 5 years of professional experience in management activities involving planning, implementation, documentation, assessment, reporting, and quality improvement to ensure that a process, item, and/or service is of the type and quality needed and expected under this contract. Personnel proposed as Quality Assurance Manager, for this contract shall perform at an expert level and possess additional expertise directly related to task area requirements of this contract.

Typical Title: **Senior Chemist**

Education: PhD or equivalent

Experience: 10 years of professional experience in chemistry or laboratory sample analysis. Two of the ten years shall include experience in analyzing organic contaminants in waste water, soils, sediments, and/or sludge and five of those years shall include demonstrated experience using advanced analytical techniques (e.g., GC/MS, GFAA) to analyze water or wastes under standards analytical requirements (including QA/QC protocols).

Typical Title: **Senior Marine Systems Engineer**

Education: PhD degree or equivalent

Experience: 10 years of experience in sanitary or environmental engineering or other discipline directly related to the requirements of this contract. Five of those years of experience should be in assessing environmental impact, water pollution problems, industrial waste pollution problems, or in designing and operating water treatment facilities.

Typical Title: **Senior Marine Biologist**

Education: PhD degree or equivalent

Experience: 10 years of professional experience in biology, aquatic biology, or ecology. Five of those years of experience should be in assessing ecological effects of environmental contamination.

Typical Title: **Senior Oceanographer**

Education: PhD degree or equivalent

Experience: 10 years of professional experience in biology, aquatic biology, or ecology. Five of those years of experience should be in assessing ecological effects of environmental contamination.

(2) Level 3 – Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less complex projects. Estimates and schedules work to meet completion dates, directs assistants, review progress and evaluates results, makes changes in methods, design or equipment when necessary. Operates with some latitude for unreviewed action or decision making.

Typical Title: **Chemist**

Education: Bachelor's Degree

Experience: At least 3 years of professional experience in chemistry and laboratory sample analysis including at least 2 years of experience in analyzing organic and contaminants in waste water, soils, sediments, and/or sludge, and at least 2 years of experience in GC/MS analysis of water and wastes samples (must have knowledge of QA/QC protocols).

Typical Title: **Marine Biologist, Aquatic Biologist, Oceanographer**

Education: Bachelor Degree

Experience: At least 3 years of professional experience in biology, aquatic biology, ecology or earths oceans or seas including at least 2 years of experience in assessing ecological effects of environmental contamination.

Typical Title: **Statistician**

Education: Bachelor's Degree

Experience: At least 3 years of professional experience in environmental or health statistics including at least 2 years of professional experience in statistical design of ambient monitoring. Familiarity with statistical design for water, soils, sediments, and/or sludge for both point and

ambient environmental pollutants.

Typical Title: **Systems Analyst**

Education: Bachelor's Degree

Experience: At least 3 years of professional experience in computer science or computer systems analysis including at least 2 years of professional experience in non-programming activities, such as system design, concept development, information requirements analysis, and feasibility studies. Familiarity with design and implementation of systems in a variety of hardware environments, including mainframe, and network computer systems.

Typical Title: **Environmental Engineer, Marine System Engineer, Supervisory Field Scientist**

Education: Bachelor's Degree

Experience: At least 2 years of professional experience in sanitary or environmental engineering or other discipline directly related to the requirements of this contract including at least 2 years professional experience in assessing environmental impact, water pollution problems, industrial waste pollution problems, or in designing operating water treatment facilities.

Typical Title: **Toxicologist**

Education: Bachelor's Degree

Experience: At least 3 years of professional experience in toxicology including at least 2 years of experience performing human health risk assessments or ecological endangerment assessments, assessing impacts from exposure to chemical contaminants in the environments.

(3) Level 2 - Under supervision of a senior lead or work assignment leader, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of junior assistants or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: **Computer Programmer, Junior Chemist, Junior Marine Biologist, Junior Statistician, Writer/Editor, Junior Toxicologist, Junior Environmental Engineer, Hydrologist, Environmental Scientist, Financial Analyst**

Education: Bachelor's Degree

Experience: At least 2 years of experience in a relevant field.

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior lead or work assignment leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: **Computer Programmer, Junior Chemist, Junior Marine Biologist, Junior Statistician, Writer/Editor, Junior Toxicologist, Junior Environmental Engineer, Lab Technician, Hydrologist, Environmental Scientist, Financial Analyst**

Education: Bachelor's Degree

Experience: None

(B) TECHNICIAN LABOR CLASSIFICATIONS

(1) Level 3 - Performs non routine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require the use of non-standard procedures and complex instrumentation. Records, computes and analyzes test data; prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician

Experience: 5 years minimum

(C) EQUIVALENT EXPERIENCE/QUALIFICATION SUBSTITUTIONS

- (1) **Ph.D. Degree** Either: a) A Bachelor of Science (B.S) or Bachelor of Arts (B.A) degree plus any combination of additional years of experience (beyond the minimum experience requirement) or graduate level study in the proposed field of expertise totaling four years or b) a Master's Degree plus two years of either additional experience (beyond the minimum experience requirement) or graduate level study in the proposed field of expertise.
- (2) **Master Degree** A B.S. or B.A degree plus any combination of additional years of experience (beyond the minimum experience requirement) or graduate level study in the proposed field of expertise totaling two years.
- (3) Each year of graduate level study in an appropriate field will be considered **equal** to each year of experience. This will be considered on a one-to-one basis.

ATTACHMENT 4
INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard

Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly

rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the

letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract,

if final rate(s) are not yet negotiated for any fiscal period.

- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5
QUALITY ASSURANCE SURVEILLANCE PLAN
“TECHNICAL SUPPORT FOR COASTAL POLLUTION ISSUES”

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA Contracting Officer (CO), Project Officer (PO), and Work Assignment Manager (WAM) throughout the performance of the contract and shall immediately bring potential problems to the attention of the EPA PO and appropriate WAM. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time, or quality shall be brought to the attention of the EPA PO and appropriate WAM within 3 work-days of occurrence.	100% of active work assignments (WA) will be reviewed by the EPA WAM (via the monthly progress report) to identify unreported issues. The EPA WAM will report any issues to the EPA PO who will bring the issue(s) to the Contractor's attention through the CO.	<p>Two or more incidents per contract period where the contractor does not meet the measureable performance standard will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.</p> <p>Fewer than two incidents per contract period where the contractor does not meet the measureable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.</p>
Cost Management and Control: The Contractor shall monitor, track, and accurately report level of effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assign an appropriate level of skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate cost control.	The contractor shall manage costs to the level of the approved ceiling on each individual WA. The contractor shall notify the EPA WAM, PO, and CO when 75% of the approved funding ceiling for any particular WA is reached. If a contractor fails to manage and control cost, any resultant overrun cannot exceed the total contract obligation for that period.	100% of the active WAs under the contract will be reviewed by the EPA PO and appropriate WAM monthly (via meetings, monthly progress reports & milestones established for each deliverable) to compare actual versus projected expenditures. The EPA PO shall review the Contractor's monthly progress reports and request the WAM's verification of expenditures before authorizing invoice payments.	<p>If the contractor does not meet the measurable performance standards per contract period it will be assigned a rating of Unsatisfactory in CPARS under the category of Cost Control.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements</p>

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
			in the "Reports of Work" attachment to the RFP.
Timeliness: Services and deliverables shall be in accordance with schedules stated in each work assignment, unless amended or modified by an approved EPA action.	no more than 15% of all deliverables per work assignment shall be submitted more than 3 work days past the due date.	100% of the active work assignments/deliverables under the contract will be reviewed by the EPA PO/WAM monthly (via monthly progress report & milestones established for each deliverable) to compare actual delivery dates against those approved.	<p>If the contractor does not meet the measurable performance standards per work assignment it will be assigned a rating of Unsatisfactory in CPARS under the category of Timeliness.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Timeliness if the contractor meets the measureable performance standards.</p>
Technical Effort: The Contractor shall abide by its QMP and QAPPs for individual work assignments in performing services and providing the support on this contract.	no more than 15% of deliverables and work products for any work assignment furnished to EPA for review by PO/WAM and QAO shall require revisions to meet the requirements of the QMP and QAPP for the work assignment.	100% of active work assignments/deliverables (and work products) will be reviewed by the EPA PO/WAM to identify noncompliance issues with the QMP and QAPPs for individual work assignments.	<p>If the contractor does not meet the measurable performance standards per work assignment it will be assigned a rating of Unsatisfactory in CPARS under the category of Quality of Product or Service.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality of Product or Service if the contractor meets the measureable performance standards.</p>

Attachment 6

Organizational Conflict of Interest (OCI) Plan

for

Battelle Memorial Institute

Contracts with the

U. S. Environmental Protection Agency (EPA)

Version 22

February 24, 2014

(Version 21 approved on December 27, 2012
Rodney-Daryl Jones, Contracting Officer, Research Triangle Park, N.C.)

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ATTACHMENT A